RESOURCEFUL RENNOVATION REUSE AND SALVAGE SUMMARY

Submitted by

Jim Goddard, Project Manager

Metropolitan Service District Solid Waste Department Waste Reduction Division

August 1992

Printed on Recycled Paper

REUSE BY DESIGN

The concrete frame (or skeleton) of the building is being reused in the new structure. This preserves 80% (20,000 tons) of the original building's mass, but allows the architect to redesign the building's appearance and alter its function. This process is far more involved than simply remodeling the interior space while providing superficial exterior enhancements to the exterior as had been done in the building's past, but it saves the expense and waste of total demolition and building from the ground up (Attachment 1).

The design/build team has incorporated many of the building's existing features. Of the several stairways, all but one was reused. The existing loading area, with raised concrete levels and ramps, was included in the final design. A water tank in the building's tower is being transformed into a meeting room (the "think tank") and beautiful cast medallions from the original exterior will be incorporated into the new structure. Many other existing features, such as freight elevators and hardwood flooring, were salvaged only after considerable analysis of reuse feasibility.

PLANNING FOR SALVAGE

Initial planning for the salvage of reusable items from the headquarters building consisted of a series of walk-throughs by Metro Solid Waste and Facilities personnel to become acquainted with the building. The building had been gutted of all fixtures, display cabinets, furnishings and equipment. Upon closer inspection a number of remaining items appeared to have salvage potential. Attempts to quantify the items were unsuccessful due to Metro's lack of familiarity with the markets for reusable materials.

During the third week of the project, an invitation was issued for salvage companies to walk through the building to identify items of value to them. They provided a wealth of information about the relative value of items, the useability and marketability of materials, methods of salvage, standard practice in the industry and normal contract arrangements. They also told war stories about what will happen to these items if they are not salvaged. A few weeks later, much to Metro's chagrin, the effectiveness of removing bathroom fixtures with sledge hammers was witnessed after a construction crew, instead of a salvage crew, was directed to remove toilets from the wall. This underscores an important point: salvage should take place before demolition begins. Time should be allotted in the schedule to allow for salvage activities.

The salvagers were interested in the few remaining period items from the building's construction (1920's). These included solid core doors, antique hardware, old incandescent light fixtures, fire pulls, tongue and grove paneling and unique signage. Modern items with reuse markets included urinals, sinks, and modern door hardware.

Some items were salvageable but were considered unmarketable. Power-flush toilets are largely valueless due to the limited market demand and difficulty in removing the wall mount bracket needed to reinstall the toilet. Toilet partitions are sized to meet particular end use and market demand is low. Hollow core doors are low value and easily damaged. Ceiling tile and carpet were dirty and worn to the extent that they were not desirable.

Salvagers operate in different ways. Some will provide labor to remove the materials in exchange for the material value. Others may pay a small price for the rights to perform the salvage. Still others will provided pick-up service for materials that have been removed. All three types of salvagers were used on the Metro project.

Salvagers that provide removal services are not normally in the mainstream of the construction industry. They are not able to pay prevailing wages since the material value would not cover the costs. Their crews may consist of temporary help with little or no experience in the building trades. The company's liability coverage many not meet the requirements of the owners.

Salvagers that provide pick-up services are much less complicated to incorporate into a project. The prime contractor removes the materials and sets them aside for the salvager. This keeps the salvager for working on the site and reduces the contractor's risk. The major disadvantage is that the contractor's crew is paid prevailing wages to remove the materials. This could affect the cost of the project.

Initially Metro believed that the salvageable materials could be distributed among the salvagers, however, one salvager was willing to pay a fee to Metro for the materials removed while the other would trade labor for removal for the materials. It was decided to give the salvager who would pay for materials first preference and the salvager that would take materials in exchange for labor the second preference.

A memorandum of understanding (MOU) was drafted to define the relationship between the salvagers and Metro. The MOU format was selected since the salvagers were not receiving any monies from Metro. They were simply removing materials that would otherwise be removed or destroyed during the renovation process. Developing the MOUs revealed issues that are roadblocks to salvage of materials.

The first was a liability issue. Hoffman Construction was unwilling to accept the risk of having salvagers subcontract to Hoffman. They perceived that they would have substantial liability by having potentially untrained workers salvaging materials. The salvage company, Hippo Hardware, Inc., typically uses the unemployed to make up the crew for projects. The supervisors were full-time Hippo employees. Some members of the crew had experience in construction while others did not. Metro's Risk Management reviewed the Hippo's worker's compensation and liability insurance coverage limits. Workers compensation met Metro's requirements but liability insurance did not. Metro believed that the liability risk to Metro was minimal since the areas where salvage would occur would be demolished later in the project. The liability coverage requirements were reduced to those currently carried by Hippo.

The next issue was the prevailing wages for salvage workers. Metro's Labor Compliance Manager felt that the prevailing wage rule only applied to contracts in which Metro disbursed funds. Hippo Hardware was paying for the materials and providing the labor to remove them therefore, prevailing wages would not apply. Metro's legal department pursued this issue with the Oregon Bureau of Labor and Industry (BOLI) and received a letter confirming the decision (Attachment 2).

The next issue was the need for salvagers be licensed contractors. Metro required the salvagers to have Contractor's Licenses. The Contractor's Board considers the salvage to be demolition which requires a license. The salvagers believed that removal of materials for reuse was not demolition and was not within the Board's jurisdiction. One salvager did not have a license but initiated the licensing process in order to qualify for the work. The Contractor's Board later ruled that the salvager was not in compliance at the time that the work was performed (Attachment 3).

Metro employees spent a substantial amount of time and effort working through these difficulties. To finalize the MOUs Waste Reduction staff time spent approximately 60 hours, and Risk, Legal and Contracts staff utilized about 40 hours. The process required approximately two months to complete.

The schedule for on-site salvage operations was dictated by Hoffman's construction schedule and asbestos remediation work. The window of opportunity for the salvage operation would be narrow, so the salvage companies were required to begin work within 48 hours of the Notice to Proceed. A four day window was obtained before demolition activities would begin during which the initial salvage operations could take place.

SALVAGE WORK

Hippo Hardware was the first company to salvage materials. A list of the items removed is attached (Attachment 4). Work took approximately four days with a crew of ten people. The first day was hindered by Hippo's lack of lighting and equipment. An agreement was made through an addendum (Attachment 5) to salvage stainless steel flashing from the roof to keep the crew busy. The metal was sold to a scrap dealer with Metro receiving 20% of the proceeds.

Many of the doors were not reusable so only the hardware was salvaged. This later proved to be a problem when the door hardware was removed, the doors could not be reused for construction offices onsite. The work was done in an orderly and expeditious fashion.

Construction site safety and safety procedures were not strictly adhered to by the salvage workers. Walking on parapets, cutting live electrical wires and attempting to cut into a piping system before checking for pressure were a few of the problems cited. There were no injuries and many of the potential problems were headed off by the Hoffman Construction site crew. The salvager believed that incidents were not noteworthy and that the work was completed in a safe manner.

There also seemed to be a lack of communication between the workers and supervisors. Agreements made between Hoffman, the salvagers and Metro were not related to the workers.

Four attempts were made to contact the second salvager, Architectural Salvage, prior to and during the four day salvage window, but no response was received. The salvager later submitted a letter to Metro outlining the inequitable allocation of materials from the project (Attachment 6). During a subsequent conversation it was found that the labor cost to remove the materials was greater than the materials' estimated value. Architectural Salvage's normal procedure is to pick up materials that are removed by a contractor and set aside.

Hoffman Construction contacted the Salvation Army to see if there were any additional items that could be salvaged. The Salvation Army was interested in the carpeting for use in its stores and rehabilitation centers. They met all of the criteria required by the MOUs and were onsite removing carpet within 24 hours of the initial contact. A summary of the quantities removed is listed in Attachment 7.

Subsequently, the clergy of a local parish clergy contacted Hoffman for carpeting. By this time Hoffman had removed and rolled the remaining carpeting for disposal. Hoffman agreed to load the parishioner's vehicle with the carpet at no expense to Metro or the church. This negated the need to have the parishioner work onsite and a simple agreement was drawn up between all parties (Attachment 8).

A non-profit used building material organization was also given the opportunity to receive some of the carpet. An agreement was developed between the parishioner and the non-profit for the parishioner to pick up the carpet in exchange for building materials from the non-profit's inventory (Attachment 9).

Salvage on the site continued as opportunities become available. Many of the materials left onsite were reused by Hoffman to build construction offices. Materials included reusing drywall, doors, escalator side covers for tables, and lighting fixtures.

The hardwood flooring on the second and third floors was discovered after the asbestos tile was removed. Hoffman made attempts to reuse the flooring in place but water damage incurred during the tile removal made it unsuitable for the new building. Approximately 28,000 square feet were recycled by a wood processor. Rejuvenation Houseparts was interested in salvaging the better sections for reuse in their salvaged building materials retail showroom. The removal of 16,000 square feet took a crew of five, approximately one week to remove (Attachment 10). The MOU for this work was executed within 48-hours of the initial contract. This was critical since Hoffman worked around this crew until the flooring was removed.

The subflooring beneath the hard wood flooring was 2" thick fir with widths ranging from 8" to 20". The areas where the hardwood flooring was not salvaged contained many nails. This was given to people associated with the project for reuse. The subflooring, where the hardwood flooring was removed for reuse, had no nails. This planking will be reused on-site by Hoffman or sold. The sand from beneath the subflooring was used onsite to fill the abandoned elevator shaft pits and backfill around the foundation.

As of July, 1992, thirty-five tons of materials have been salvaged from the headquarters building.

RECOMMENDATIONS

A number of lessons were learned during the salvage process on the Metro Headquarters building.

1. Substantial cost savings and waste reduction can be realized by utilizing the existing structure instead of demolishing it and starting over.

- 2. Time must be allocated for salvage prior to the start of demolition.
- 3. The owner must make a commitment to salvaging materials.
- 4. Liability and licensing issues must be addressed by the salvager, owner, and prime contractor before the project begins.
- 5. Not all reusable materials are marketable. Enlist the help of a salvager to determine what has retail value or match the materials with a specific project that can utilize them.
- 6. Salvage and reuse requirements should be incorporated into the Request for Bids.
- 7. Previous experience in reuse and salvage should be part of the contractors qualification requirements.

JG:jc August 5, 1992 FACILITY\SALVPLAN.RPT

LIST OF ATTACHMENTS

Attachment 1	Letter of Hoffman Const. dated June 24, 1992
Attachment 2	Letter of Bureau of Labor and Industries dated February 11, 1992
Attachment 3	Letter of James Goddard, Metro, dated March 24, 1992
Attachment 4	Memorandum of Understanding between Metro and Hippo Hardware and Amendment No. 1
Attachment 5	Amendment No. 2 of the Memorandum of Understanding between Metro and Hippo Hardware
Attachment 6	Memorandum of Understanding between Metro and Architectural Salvage
Attachment 7	Memorandum of Understanding between Metro and Salvation Army
Attachment 8	Letter of Jim Goddard, Metro, to Gethsemane Church, dated February 12, 1992
Attachment 9	Letter of Jim Goddard, Metro, to Wherehouse Project, dated February 12, 1992
Attachment 10	Memorandum of Understanding between Metro and Rejuvination Houseparts, Inc.

Attachment 1 Letter of Hoffman Const. dated June 24, 1992



HOFFMAN CONSTRUCTION COMPANY

June 24, 1992

JUN 25 RECD

Metropolitan Service District 200 SW 1st Avenue Portland, Oregon 97201-5398 Attn: Ms. Berit Stevenson

Re: Metro Headquarters Portland, Oregon

Our Job No. 9214

Subject: Recycled Structure Value

Dear Berit,

In response to the recycling meeting held on 6/23/92, we have done a rough cost analysis on the value of the structure which is being recycled. We did discount the structure's value by the demolition premium not encountered on a new building and utilized the cost/s.f. units actually achieved at the nearby State Office Building. Our findings are as follows:

PSOB (263,000) s	s.f.)
Excavation	=	\$296,000
Piling	=	\$406,000
Concrete Material	=	\$880,000
Rebar Work	=	\$1,221,000
Concrete Work		\$3,404,000
0/H and Fee (10%)	=	\$621,000
Total	=	\$6,828,000

Cost/s.f. = \$25.96/s.f.

Utilizing the above s.f. cost from the State Office Building without adding an inflation rate would result in a structural cost for Metro of approximately \$4,361,280 (168,000 s.f. at \$25.96/s.f.). Please realize this is a very rough estimate of what your structural costs would have been if the existing structure had not been recycled.

If you have any questions or concerns on this matter, please call.

Very truly yours,

Cade Lawrence

Cade Lawrence

Assistant Operations Manager

CL/mcc

cc: Wayne Drinkward, Don Nail, Cade

Attachment 2 Letter of Bureau of Labor and Industries dated February 11, 1992



BUREAU OF LABOR AND INDUSTRIES

Mary Roberts, Commissioner

Portland Office (503) 229-6250

February 11, 1992

Todd Sadlo Senior Assistant Counsel Metropolitan Service District 2000 S.W. 1st Avenue Portland, Oregon 97201~5398 RECEIVED

FEB 1 2 1992

METRO SERVICE DISTRICT
OFFICE GENERAL COUNSE

RE: Application of State Prevailing Wage Law

to Salvaging Materials from a Public Works Site

Dear Mr. Sadlo:

The Wage and Hour Division has determined that the state prevailing wage laws do not apply to the salvage operation you described in your letter of January 27, 1992 concerning the remodeling of the Sears Building.

Sincerely,

Judy Long

Compliance Lead Worker Wage and Hour Division

JL:foh 2848z

> PORTLAND 1400 SW 5th Avenue Portland, Oregon 97201

> MEDFORD 700 E Main Medford, Oregon 97504

SALEM 3865 Wolverine St. NE; E-1 Salem, Oregon 97310

COOS BAY 320 Central Ave., Suite 510 Coos Bay, Oregon 97420 **BEND** 1250 NE 3rd, Suite B105 Bend, Oregon 97701 EUGENE 165 E 7th Street, Suite 220 Eugene, Oregon 97401

PENDLETON
700 SE Emigrant, Suite 240
Pendleton, Oregon 97801

Attachment 3 Letter of James Goddard, Metro, dated March 24, 1992



METRO

2000 SW First Avenue Portland, OR 97201-5398 (503) 221-1646 Fax 241-7417

March 24, 1992

Ms. Deanna Ball Enforcement Intake Officer Oregon Construction Contractors Board PO Box 14140 Salem, OR 97309-5052

RE: Your File No. 12480

This letter is in response to your written request for information dated March 6, 1992. Enclosed as you requested, is the Memorandum of Understanding between Metro and Hippo Hardware, for salvage of materials from the Metro Headquarters Building Renovation Project at 524 NE Grand Avenue, Portland, OR. The answers to the questions you raised are as follows:

- The work was performed from January 22 through 26, 1992.
- The quantities of materials removed are detailed in Attachment 1 of the Memorandum of Understanding, and Addendas 1 and 2 of the same document.
- Hippo Hardware has agreed to pay Metro a total of \$318.00 for the materials removed.

Metro's Solid Waste Division project is using the Sears Building renovation as a demonstration for salvage and construction site recycling. The materials in question were scheduled to be destroyed and landfilled by the general contractor, if not immediately removed and salvaged. We chose Hippo hardware to salvage the material, on the (unwritten) condition that Hippo would immediately register with the Contractor's Board, recognizing that the salvage work would probably be completed before completion of the registration process. Although it was our assessment that our risks in using an unregistered contractor were slight, we apologize for having potentially contributed to a violation of state law by entering into an agreement with a contractor we knew to be unregistered.

From the standpoint of Metro contracting regulations, we considered our relationship with Hippo to be that of a seller of salvage materials (Metro), to a purchaser (Hippo) willing to remove the materials. Hippo has subsequently provided us with proof of registration with your agency. Again, we apologize for what occurred, but hope you will consider the circumstances set forth in this letter in your treatment of Hippo hardware.

Please contact me if you have any further questions.

James Goddard Project Manager

JG:aey Attachments

cc:

Debbie Gorham, Waste Reduction Manager Larry Shapiro, Labor Compliance Manager Todd Sadlo, Senior Assistant Counsel Steve Kraten, Recycling Section Manager Rich Wiley, Procurement Officer Berit Stevenson, Senior Management Analyst

Recycled paper

Executive Officer Rena Cusma

Metro Council Tanya Collier

Presiding Officer District 9

Jim Gardner Deputy Presiding Office: District 3

Susan McLain District 1

Lawrence Bauer District 2

Richard Devlin District 4

Tom DeJardin District 5

George Van Bergen District 6

Ruth McFarland District 7

Judy Wyers District 8

Roger Buchanan District 10

David Knowles District 11

Sandi Hansen District 12

${\bf Attachment~4} \\ {\bf Memorandum~of~Understanding~between~Metro~and~Hippo~Hardware~and~Amendment~No.~1}$

MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding is to define the limits and responsibilities of Metro and Hippo Hardware, Inc., for the removal of salvageable building materials from the Metro headquarters building renovation project (formerly the Sears Building), located at 524 NE Grand Avenue, Portland, Oregon.

HIPPO HARDWARE, INC., RESPONSIBILITIES:

- 1. Show proof of Contractor's license to perform the work.
- 2. Show proof of general liability insurance and workers comprehensive insurance.
- 3. Remove items to be salvaged (listed in Attachment 1) from their installed locations; remove them from the building. Any additions or deletions from the list must be approved in writing by Metro. No unlisted materials may be taken.
- 4. Transport the items from the site within 24 hours of removal.
- 5. Provide all labor, tools, equipment and consumable materials required to remove the listed items at no cost to Metro.
- 6. Coordinate with Metro the hours in which listed items will be removed, access to the building will be necessary, and any other requirements related to the salvage activities at least two days in advance.
- 7. Provide payment to Metro for the items removed, based on the prices shown in Attachment 1, within ten (10) days of removal of items.
- 8. Leave all utilities, work areas and remaining items in a safe and secure condition.
- 9. Attempt to resell or otherwise promote reuse of the removed items by the building industry or public.
- 10. Purchase and maintain, at its own expense, general liability insurance for all periods relevant to the salvage performed at the site, for its employees and agents.
- 11. Comply with ORS 656.017 for all employees who work in the State of Oregon for more than 10 days. Provide Metro with certification of workers' compensation insurance including employer's liability.
- 12a. Ownership of all materials removed from the building by Hippo Hardware, Inc. shall pass to Hippo Hardware, Inc. upon removal from the site. All materials removed are accepted by Hippo Hardware, Inc. AS IS, WITH NO WARRANTIES.
- 12b. All work shall be completed within five (5) calendar days of execution of this Memorandum of Understanding.

13. <u>Indemnification</u> Hippo Hardware, Inc. is entering Metro's property entirely at its own risk, and with full understanding and awareness of the condition of the site. Hippo Hardware, Inc. agrees to indemnify, hold harmless and defend the Metropolitan Service District, its elected officials, officers, directors, agents, and employees from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including attorneys fees) on account of injury, death or damage to or loss of property or profits arising out of or resulting in whole or in part from any act, omission, negligence, fault or violation of law or ordinance by Hippo Hardware, Inc. or its employees, agents, or subcontractors. Such indemnification by Hippo Hardware, Inc. shall apply unless such damage or injury results from the sole negligence or willful misconduct of Metro.

METRO'S RESPONSIBILITIES:

- 1. Turn off potable water supply to the building.
- 2. Provide access to the building during the hours of work.
- 3. Verify the quantities of materials removed.

HIPPO HARDWARE, INC.	METROPOLITAN SERVICE DISTRICT
alu B Mlh	Chuho & Engelow
Signature	Signature
NAME: Steven B Mille	LICUARD ENGSTROM
TITLE: <u>EO</u>	DEPUTIPLE COFFICER
DATE: 1/20/92	1-21-92
,	

JG:ay SBM\HIPPO.MOU January 14, 1992

APPROVED AS TO FORM:

Attachment 1 HIPPO HARDWARE Salvageable Materials List

	1ST FLOOR	2ND FLOOR	3RD FLOOR	4TH FLOOR	PENTHOUSE	TTL QTY	PRICE/UNIT	TTL PRICE	
URINALS	5 (leave 1)		3 (leave 1)	2 (leave 1)		187	\$5.00	\$50.00	35
BATHROOM SINKS	10 (leave 1)		7 (leave 1)	5 (leave 1)		22 23	\$5.00	\$110.00	115
UTILITY SINKS	2	1	1			41	\$5.00	\$20.00	5
12" LIGHT	11,	11				2/22	\$0.50	\$11.00	11
18" LIGHT		7		2		80	\$1.00	\$9.00	
SOLID CORE DOORS	15			15		386	\$3.00	\$90.00	18
WOOD PANNELING	8' X 30' T&G	8' X 40' T&G	SMALL DOOR	3' X 60' PANELING		LUMP SUM	\$10 \$20.00	\$20.00	10
SHELVING		1 UNIT				LUMP SUM		\$10.00	1
FIRE PULL BOXES				1		1/2	\$0.00	\$0.00	0
HVAC GRATES					. 2	2	\$0.00	\$0.00	0
SIGNAGE			MISC				\$0.00	\$0.00	0
SPOT LIGHTS					ROOF SPOTLIGHT	LUMP SUM ,	\$10.00	\$10.00	10
TOTAL								\$330.00	1204

Metro

Hippo Hardware

Amendment No. 1

to the Memorandum of Understanding Between Metro and Hippo Hardware, Inc. for the Removal of Salvageable Building Materials from the Metro Headquarters Building Renovation Project (formerly the Sears Building) Located at 524 NE Grand Avenue, Portland, Oregon

HIPPO HARDWARE RESPONSIBILITIES:

- 1. Disconnect, remove and transport HVAC control panel from the penthouse of the Headquarters Building to Hippo Hardware's storage area.
- 2. Store the panel in its as removed condition for a period of up to one year from the date of this Amendment.
- 3. After one year from the date of this Amendment, the panel becomes the sole property of Hippo Hardware if Metro has not retrieved by that time.
- 4. No cost will be incurred by Metro for Hippo's disconnection, removal, transportation or storage of the HVAC control panel.

METRO RESPONSIBILITIES:

- 1. Metro has the right to retrieve the panel within one year from the date of this amendment.
- 2. No cost will be incurred to Metro for retrieval of the panel from Hippo's storage.

HIPPO HARDWARE, INC.	METROPOLITAN SERVICE DISTRICT
By: Mil Grenter	By:
Title: Premolut	Title:
Date: 2/15/92	Date:

JG:gbc 1/31/92 sbm\Hippo.am1 Jim - Hir Please obtain bendor sign. cy in return for the premium and compliance at all applicable provisions of this policy.

POLICY NO.

97-06-2504-4

Coverage afforded by this policy is provided by

STATE FARM FIRE AND CASUALTY COMPANY 4600 25TH AV N E, SALEM OR 97313-1000

a Stock Company with Home Offices in Bloomington, Illinois. 184

Named Insured and Mailing Address

HORTON, CARSON M PO BOX 69581 PORTLAND OR 97201-0581

> COVERAGE A - INFLATI COVERAGE INDEX: N/A COVERAGE B - CONSUME PRICE INDEX: 137.2

NAMED INSURE	: INDIVIDUAL	PRICE INDEX: 137.2
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CERTIFICATE OF INSURANCE

COMPANY:

SAIF Corporation 555 13th Street N.E. P.O. Box 14210 Salem, Oregon 97309-5028 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS TO THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED:

Hippo Hardware & Trading Co. 1040 E. Burnside, OR 97214-1329 Portland, OR 97214-1329

THE POLICY OF INSURANCE LISTED BELOW HAS BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. THE INSURANCE AFFORDED BY THE POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICY.

POLICY EFF DATE POLICY EXP DATE LIABILITY LIMITS POLICY NO. 09/30/92 (in thousands) 433265,R 10/01/91 WORKERS' COMPENSATION **STATUTORY** (each accident) **EMPLOYERS' LIABILITY** \$100 (each employee) \$100 \$500 (Disease, Policy)

OTHER COVERAGE AFFORDED:

DESCRIPTION OF OPERATIONS/LOCATIONS/SPECIAL ITEMS

Sears Building

CC R.WILEY 5- MOSS J. GUDDARD

JAN 27 1992 AUTHORIZED REPRESENTATIVE:

Issue Date (01/22/92)

CERTIFICATE HOLDER: Attention: Jim Goddard Metro Sold Waste Mg.

2000 SW First

Portland, OR 97204

Attachment 5 Amendment No. 2 of the Memorandum of Understanding between Metro and Hippo Hardware

Amendment No. 2

to the Memorandum of Understanding Between Metro and Hippo Hardware, Inc. for the Removal of Salvageable Building Materials from the Metro Headquarters Building Renovation Project (formerly the Sears Building) Located at 524 NE Grand Avenue, Portland, Oregon

HIPPO HARDWARE RESPONSIBILITIES:

- 1. Remove metals from the locations listed below.
- 2. Provide weight slips for the quantity of metal removed. Quantities listed in the tables are only for estimating purposes.
- 3. Metals shall be sold for reuse on a secondary market or sold for scrap.
- 4. Pay Metro twenty percent (20%) of all proceeds received from the sale of the metal. If the metal is not sold within ten days of removal, payment will be based upon the market value of the metals in the Portland area per a telephone quote received by Metro.

METRO RESPONSIBILITIES:

Verify the type and quantity of material removed by Hippo Hardware.

MATERIAL DESCRIPTION	AREA REMOVED	ESTIMATED QUANTITY	ESTIMATED MARKET	TOTAL PRICE	METRO'S SHARE
Stainless steel flashing	Roof parapets	2000 lbs	\$0.31/lb	\$620.00	(20%) \$124.00
	cctu-1	2480 (Ss	,23/K	570,40	114.00
2					

JCD 30-92

HIPPO HARDWARE, INC.	METROPOLITAN SERVICE DISTRICT
Office !	
By: Melfiller	Ву:
Title:	Title:
Date: 7/4/92	Date:

Attachment 6 Memorandum of Understanding between Metro and Architectural Salvage

MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding is to define the limits and responsibilities of Metro and Architectural Salvage, for the removal of salvageable building materials from the Metro headquarters building renovation project (formerly the Sears Building), located at 524 NE Grand Avenue, Portland, Oregon.

ARCHITECTURAL SALVAGE RESPONSIBILITIES:

- 1. Show proof of Contractor's license to perform the work.
- 2. Show proof of general liability insurance and workers comprehensive insurance.
- 3. Remove items to be salvaged (listed in Attachment 1) from their installed locations; remove them from the building. Any additions or deletions from the list must be approved in writing by Metro. No unlisted materials may be taken.
- 4. Transport the items from the site within 24 hours of removal.
- 5. Provide all labor, tools, equipment and consumable materials required to remove the listed items at no cost to Metro.
- 6. Coordinate with Metro the hours in which listed items will be removed, access to the building will be necessary, and any other requirements related to the salvage activities at least two days in advance.
- 7. Provide payment to Metro for the items removed, based on the prices shown in Attachment 1, within ten (10) days of removal of items.
- 8. Leave all utilities, work areas and remaining items in a safe and secure condition.
- 9. Attempt to resell or otherwise promote reuse of the removed items by the building industry or public.
- 10. Purchase and maintain, at its own expense, general liability insurance for all periods relevant to the salvage performed at the site, for its employees and agents.
- 11. Comply with ORS 656.017 for all employees who work in the State of Oregon for more than 10 days. Provide Metro with certification of workers' compensation insurance including employer's liability.
- 12a. Ownership of all materials removed from the building by Architectural Salvage shall pass to Architectural Salvage upon removal from the site. All materials removed are accepted by Architectural Salvage AS IS, WITH NO WARRANTIES.
- 12b. All work shall be completed within five (5) calendar days of execution of this Memorandum of Understanding.

13. <u>Indemnification</u> Architectural Salvage is entering Metro's property entirely at its own risk, and with full understanding and awareness of the condition of the site. Architectural Salvage agrees to indemnify, hold harmless and defend the Metropolitan Service District, its elected officials, officers, directors, agents, and employees from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including attorneys fees) on account of injury, death or damage to or loss of property or profits arising out of or resulting in whole or in part from any act, omission, negligence, fault or violation of law or ordinance by Architectural Salvage or its employees, agents, or subcontractors. Such indemnification by Architectural Salvage shall apply unless such damage or injury results from the sole negligence or willful misconduct of Metro.

METRO'S RESPONSIBILITIES:

- 1. Turn off potable water supply to the building.
- 2. Provide access to the building during the hours of work.
- 3. Verify the quantities of materials removed.

ARCHITECTURAL SALVAGE	METROPOLITAN SERVICE DISTRICT
Signature	Signature
NAME:	
TITLE:	
DATE:	

JG:ay SBM\ARCHSALV.MOU January 14, 1992

APPROVED AS TO FORM:

Attachment 1 ARCHITECTURAL SALVAGE Salvageable Materials List

	1ST FLOOR	2ND FLOOR	3RD FLOOR	4TH FLOOR	PENTHOUSE	TTL QTY	PRICE /UNIT	TTL PRICE
TOILETS	10 (leave 2)		7 (leave 2)	4 (leave 2)		21	\$0.00	\$0.00
MIRRORS	2		2	2		6	\$0.00	\$0.00
INTERIOR DOORS	5	21	16	25		67	\$0.00	\$0.00
TOTAL								\$0.00

Metro
Architectural Salvage

Attachment 7 Memorandum of Understanding between Metro and Salvation Army

MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding is to define the limits and responsibilities of Metro and Salvation Army, for the removal of salvageable building materials from the Metro headquarters building tenovation project (formerly the Sears Building), located at 524 NE Grand Avenue, Portland, Oregon.

SALVATION ARMY RESPONSIBILITIES:

- 1. Show proof of general liability insurance and workers comprehensive insurance.
- Remove items to be salvaged (listed in Attachment 1) from their installed locations; remove them from the building. Any additions or deletions from the list must be approved in writing by Metro. No unlisted materials may be taken.
- 3. Transport the items from the site within 24 hours of removal.
- 4. Provide all labor, tools, equipment and consumable materials required to remove the listed items at no cost to Metro.
- 5. Coordinate with Metro the hours in which listed items will be removed, access to the building will be necessary, and any other requirements related to the salvage activities at least two days in advance.
- Provide payment to Metro for the items removed, based on the prices shown in Attachment 1, within ten (10) days of removal of items.
- 7. Leave all utilities, work areas and remaining items in a safe and secure condition.
- 8. Attempt to resell or otherwise promote reuse of the removed items by the building industry or public.
- Purchase and maintain, at its own expense, general liability insurance for all periods relevant to the salvage performed at the site, for its employees and agents.
- Comply with ORS 656.017 for all employees who work in the State of Oregon for more than 10 days. Provide Metro with certification of workers' compensation insurance including employer's liability.
- Ownership of all materials removed from the building by Salvation Army shall pass to Salvation Army upon removal from the site. All materials removed are accepted by Salvation Army AS IS, WITH NO WARRANTIES.

190 14-06 METRO GERVICE DIGT. 503 241 7417

- 12. All work shall be completed within five (5) calendar days of execution of this Memorandum of Understanding.
- 13. Indomnification Salvation Army is entering Metro's property entirely at its own risk, and with full understanding and awareness of the condition of the site. Salvation Army agrees to indemnify, hold harmless and defend the Metropolitan Service District, its elected officials, officers, directors, agents, and employees from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including attorneys fees) on account of injury, death or damage to or loss of property or profits arising out of or resulting in whole or in part from any act, omission, negligence, fault or violation of law or ordinance by Salvation Army or its employees, agents, or subcontractors. Such indomnification by Salvation Army shall apply unless such damage or injury results from the sale negligence or willful misconduct of Metro.

METRO'S RESPONSIBILITIES:

- 1. Provide access to the building during the hours of work.
- 2. Verify the quantities of materials removed.

SALVATION ARMY

DUMITALVAT.MOU January 21, 1003

METROPOLITAN SERVICE DISTRICT

Signaturo

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1 JAN 21 '92 14:06 METRO SERVICE DIST. 503 241 7417

Attachment 1 Salvation Army Salvageable Materials List

Carpet & Padding

30,000 square feet

4th floor

\$0.00

Salvation Army

Attachment 8 Letter of Jim Goddard, Metro, to Gethsemane Church, dated February 12, 1992



METRO

2000 SW First Avenue Portland, OR 97201-5398 (503) 221-1646 Fax 241-7417

February 12, 1992

Elder W.L. Menefee Gethsemane Church of God in Christ 801 NE Failing Portland, OR 97212

Executive Officer Rena Cusma

Metro Council

Tanya Collier Presiding Officer District 9

Jim Gardner Deputy Presiding Officer District 3

Susan McLain Districi 1

Lawrence Bauer District 2

Richard Devlin District 4

Tom DeJardin District 5

George Van Bergen District 6

Ruth McFarland District 7

Judy Wyers District 8

Roger Buchanan District 10

David Knowles

Sandi Hansen District 12 Dear Elder Menefee:

Gethsemane Church of God in Christ may pick up carpet that has been removed from the Metro headquarters building renovation at 524 NE Grand Avenue, Portland, Oregon.

The carpet was removed by Hoffman Construction Company during the course of the renovation process and would have been disposed. Your church will need to provide a vehicle of sufficient size and capacity to receive the carpet. Hoffman Construction will remove the carpet from the building and load it into the vehicle at no additional cost to Metro or the church. Please be aware that the carpet has no warranty and is provided "as-is."

Please arrange for pick-up of the carpet with Don Nail of Hoffman Construction at 230-1314. Please inform me of the quantity of carpet you receive.

Sincerely,

Jim Goddard

Sr. Solid Waste Planner

JG:gbc

cc:

Steve Kraten, Recycling Section Supervisor Berit Stevenson, Facilities Development Don Nail, Hoffman Construction

Attachment 9 Letter of Jim Goddard, Metro, to Wherehouse Project, dated February 12, 1992

2000 SW First Avenue Portland, OR 97201-5398 (503) 221-1646 Fax 241-7417

February 12, 1992

Mr. Jerry Greene Wherehouse Project 10228 N Central Portland, OR 97203

Executive Officer Rena Cusma

Metro Council

Tanya Collier Presiding Officer District 9

Jim Gardner Deputy Presiding Officer
District 3

Susan McLain District 1

Lawrence Bauer District 2

Richard Devlin

Tom DeJardin District 5

George Van Bergen District 6

Ruth McFarland District 7

Judy Wyers District 8

Roger Buchanan

District 10 David Knowles

District 11 Sandi Hansen

District 12

Dear Mr. Greene:

The Wherehouse Project may pick up carpet that has been removed from the Metro headquarters building renovation at 524 NE Grand Avenue, Portland, Oregon.

The carpet was removed by Hoffman Construction Company during the course of the renovation process and would have been disposed. The Wherehouse Project will need to provide a vehicle of sufficient size and capacity to receive the carpet. Hoffman Construction will remove the carpet from the building and load it into the vehicle at no additional cost to Metro or the Project. Please be aware that the carpet has no warranty and is provided "as-is".

Please arrange for pick-up of the carpet with Don Nail of Hoffman Construction at 230-1314. Please inform me of the quantity of carpet you receive.

Sincerely,

Jim Goddard

Sr. Solid Waste Planner

JG:gbc

cc:

Steve Kraten, Recycling Section Supervisor Berit Stevenson, Facilities Development

Don Nail, Hoffman Construction

Attachment 10 Memorandum of Understanding between Metro and Rejuvination Houseparts, Inc.

MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding is to define the limits and responsibilities of Metro and Rejuvination Houseparts, Inc. for the removal of building materials from the Metro headquarters building renovation project (formerly the Sears Building), located at 524 NE Grand Avenue, Portland, Oregon.

REJUVINATION HOUSEPARTS, INC., RESPONSIBILITIES:

- Show proof of Contractor's license to perform the work, or that any subcontractor used to perform the work has such license.
- 2. Show proof of general liability insurance and workers compensation insurance and that any subcontractor used to perform the work has such insurance.
- 3. Remove items to be salvaged (listed in Attachment 1) from their installed locations; remove them from the building. Any additions or deletions from the list must be approved in writing by Metro. No unlisted materials may be taken.
- 4. Transport the items from the site within 24 hours of removal.
- 5. Provide all labor, tools, equipment and consumable materials required to remove the listed items at no cost to Metro.
- Coordinate with Metro the hours in which listed items will be removed, access to the building will be necessary, and any other requirements related to the salvage activities at least two days in advance.
- 7. Provide payment to Metro for the items removed, based on the prices shown in Attachment 1, within ten (10) days of removal of items.
- 8. Leave all utilities, work areas and remaining items in a safe and secure condition.
- 9. Attempt to resell or otherwise promote reuse of the removed items by the building industry or public.
- 10. Purchase and maintain, at its own expense, general liability insurance for all periods relevant to the salvage performed at the site, for its employees and agents.
- Comply with ORS 656.017 for all employees who work in the State of Oregon for more than 10 days. Provide Metro with certification of workers' compensation insurance including employer's liability.
- 12. Ownership of all materials removed from the building by Rejuvination Houseparts, Inc., shall pass to Rejuvination Houseparts, Inc., upon removal from the site. All materials removed are accepted by Rejuvination Houseparts, Inc., AS IS, WITH NO WARRANTIES.

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- 13. All work shall be completed within ten (10) calendar days of execution of this Memorandum of Understanding.
- 14. Rejuvination Houseparts, Inc., entirely at its own risk, and with full understanding and awareness of the condition of the site and agrees to indemnify, hold harmless and defend the Metropolitan Service District, its elected officials, officers, directors, agents, and employees from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including attorneys fees) on account of injury, death or damage to or loss of property or profits arising out of or resulting in whole or in part from any act, omission, negligence, fault or violation of law or ordinance by Rejuvination Houseparts, Inc., or its employees, agents, or subcontractors. Such indemnification by Rejuvination Houseparts, Inc., shall apply unless such damage or injury results from the sole negligence or willful misconduct of Metro.

METRO'S RESPONSIBILITIES:

- 1. Provide access to the building during the hours of work.
- 2. Verify the quantities of materials removed.

REJUVINATION HOUSEPARTS, INC.,	METROPOLITAN SERVICE DISTRICT
Signature	Signature Signature
NAME: JAMES KELLY	Bob Martin
TITLE: REGIDENT	Director Solid Whote Dept
DATE:	5/20192

JG:clk sbmarchsalv.mou May 5, 1992

Rejuvination Houseparts, Inc.

Attachment 1 REJUVINATION HOUSEPARTS Salvageable Materials List

	1ST FLOOR	2ND FLOOR	3RD FLOOR	4TH FLOOR	PENTHOUSE	TTL QTY	PRICE /UNIT	TTL PRICE
Wood Flooring		22,000 sq. ft.				22,000 sq. ft.	\$ -0-	\$ -0-
TOTAL								
Actual			160005	g ft	9	16,000 55 ft	\$-0-	\$0-
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						Metro		